

EXHIBIT 4

FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOGLE LLC,

Plaintiff,

vs.

No. 3:20-cv-06754-WHA

SONOS, INC.,

Defendant.

_____/

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VIDEO-RECORDED DEPOSITION OF ALAINA KWASIZUR, ESQ.,
INDIVIDUALLY AND AS A FEDERAL RULE 30(B)(6)

WITNESS FOR SONOS, INC.

Remote Zoom Proceedings

San Diego, California

Wednesday, November 30, 2022

REPORTED BY:

LESLIE ROCKWOOD ROSAS, RPR, CSR 3462

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Job No. 5592691

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<p>1 about seven others, probably seven to nine. It probably 2 ranged a little bit.</p> <p>3 Q. Who did you report to at those times, 2013 to 4 2016?</p> <p>5 A. I reported originally to Mark Triplett, and then 09:30:42 6 at some point, I don't remember exactly when, I reported 7 in to Craig Shelburne.</p> <p>8 Q. What was Mr. Triplett's title at that point?</p> <p>9 MR. RICHTER: Object to form.</p> <p>10 Q. BY MR. JUDAH: When you reported to him. 09:31:01 11 THE WITNESS: What was that, Cole? Sorry.</p> <p>12 MR. RICHTER: I just objected to the form. You 13 can answer.</p> <p>14 THE WITNESS: I'm not positive, but I believe it 15 was vice president of intellectual property. 09:31:10</p> <p>16 Q. BY MR. JUDAH: And how about Mr. Shelburne at 17 that time when you reported to him?</p> <p>18 A. He was our general counsel.</p> <p>19 Q. Is Mr. Shelburne still with Sonos?</p> <p>20 A. No. 09:31:27</p> <p>21 Q. Roughly when did he leave?</p> <p>22 A. 2018.</p> <p>23 Q. All right. It says -- okay. It says here as 24 well that you -- your roles in that senior counsel role 25 2013 to 2016 included negotiating and drafting content 09:31:48</p> <p style="text-align: right;">Page 18</p>	<p>1 various audio codec that you need, like MP3 or AAC, so we 2 have agreements with those folks. Dolby is sort of a 3 codec as well. It's a more commonly known one. So 4 things like that.</p> <p>5 Q. And then it also refers to "manufacturing, 09:33:22 6 design and distribution agreements."</p> <p>7 A. Uh-huh.</p> <p>8 Q. What are the distribution agreements that are 9 referred to there?</p> <p>10 A. We have various distribution agreements as part 09:33:31 11 of -- I mean, we build a product, right, and so then once 12 you manufacture it, then you need a way to distribute it, 13 so, you know, various deals with retailers or other 14 channel partners.</p> <p>15 Q. All right. And then it looks like -- I see 09:33:50 16 something from -- that's from -- senior counsel is 2013 17 to 2016, and then the next title I see -- oh, no. Okay.</p> <p>18 So right. So you then became general counsel AMPAC and 19 assistant secretary 2016?</p> <p>20 A. Correct. 09:34:11</p> <p>21 Q. And then the way LinkedIn does it, for some 22 reason, the chief diversity and inclusion officer's in 23 between those roles, even though that started in 2019. 24 Got it. So --</p> <p>25 A. It was both -- I had -- so while I was chief 09:34:24</p> <p style="text-align: right;">Page 20</p>
<p>1 distribution agreements.</p> <p>2 Do you see that?</p> <p>3 A. Correct.</p> <p>4 Q. Can you explain what that refers to?</p> <p>5 A. So Sonos has a number of agreements with 09:31:56 6 different music service providers whereby we, you know, 7 can have them be on our platform, so that's like Spotify, 8 Apple Music, you know, music providers, any of the 9 streaming services you might think of.</p> <p>10 Q. Google Play Music, was the agreement with Google 09:32:16 11 Play Music one of those content distribution agreements?</p> <p>12 A. Yep --</p> <p>13 MR. RICHTER: Object to form.</p> <p>14 THE WITNESS: Oh, sorry. Yes.</p> <p>15 Q. BY MR. JUDAH: Roughly how many of those content 09:32:28 16 distribution agreements did you negotiate and draft in 17 the 2013 to 2016 time frame?</p> <p>18 A. I don't know. Maybe 5 to 10. I mean, yeah. 19 Probably 5 to 10, somewhere in there.</p> <p>20 Q. And then it also says that you, I guess, 09:32:51 21 negotiated and drafted codec technology licenses.</p> <p>22 Do you see that?</p> <p>23 A. Uh-huh, yep.</p> <p>24 Q. Can you explain what that refers to?</p> <p>25 A. So in order for streaming music to work, there's 09:33:04</p> <p style="text-align: right;">Page 19</p>	<p>1 diversity and inclusion officer, I still maintained my 2 legal, so I had two jobs. That's sort of, I think, why 3 it does it that way.</p> <p>4 Q. Yeah. No. Understood. It just would -- it'd 5 make more sense to me if the job that you immediately 09:34:36 6 took was immediately after, as opposed -- but in any 7 event, if I read it, which I have now, it is clear 8 enough.</p> <p>9 So let me ask you: When you were promoted to -- 10 well, let me ask: AMPAC stands for what? 09:34:49</p> <p>11 A. Americas and Pacific. It's basically everywhere 12 but Europe was my realm.</p> <p>13 Q. And is there -- is there a general counsel for 14 Europe?</p> <p>15 A. There is. 09:35:01</p> <p>16 Q. Who's that?</p> <p>17 A. Volker Weisshaar. I always say his last name 18 wrong, which I understand, because people get my last 19 name wrong, too, so --</p> <p>20 Q. Yeah, I get it a lot, too. Maybe not as often 09:35:13 21 as you and the Europe GC, but...</p> <p>22 Okay. And who did you report to when you first 23 became general counsel AMPAC and assistant secretary?</p> <p>24 A. Craig Shelburne still. He became chief legal 25 officer at some point in there. 09:35:33</p> <p style="text-align: right;">Page 21</p>

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<p>1 THE WITNESS: Well, for a period of time, I ran</p> <p>2 the whole legal team, so the whole corporate side of</p> <p>3 legal reported in to me. And then for a period of time,</p> <p>4 Europe also reported in to me, so, I mean, do you want me</p> <p>5 to list everyone in our whole legal department? 09:41:10</p> <p>6 Q. BY MR. JUDAH: If it was the whole legal</p> <p>7 department, I think that would answer that question.</p> <p>8 A. Yeah, the corporate side of legal.</p> <p>9 Q. Corporate side of legal.</p> <p>10 What are the other sides of legal? 09:41:22</p> <p>11 A. We're divided into sort of a corporate side and</p> <p>12 then an IP side.</p> <p>13 Q. And who does the IP side -- who is the IP side</p> <p>14 reporting to during that time period?</p> <p>15 A. Also Craig and then Eddie, but Mark Triplett 09:41:31</p> <p>16 runs, sort of, that side.</p> <p>17 Q. And when -- and at the moment, who does the</p> <p>18 corporate side of legal report to?</p> <p>19 A. Eddie Lazarus.</p> <p>20 Q. And how about the IP side of legal? 09:41:49</p> <p>21 A. Eddie.</p> <p>22 Q. All right. Let's see. Okay. Turning your</p> <p>23 attention back to Topic Number 1 -- sorry -- Exhibit</p> <p>24 Number 1, and then Topic Number 6.</p> <p>25 If you could let me know when you're there. 09:42:25</p> <p style="text-align: right;">Page 26</p>	<p>1 that Sonos has?</p> <p>2 A. Yeah. Yes.</p> <p>3 Q. Did you draft this -- this Content Integration</p> <p>4 Agreement?</p> <p>5 A. No. 09:44:39</p> <p>6 Q. Who did draft this agreement?</p> <p>7 A. Presumably Craig, but I don't know for sure.</p> <p>8 Q. Was this agreement already -- well, let me</p> <p>9 ask -- okay. Withdrawn.</p> <p>10 Let me ask it this way: When did Sonos start 09:44:59</p> <p>11 using its form Content Integration Agreement?</p> <p>12 MR. RICHTER: Object to form.</p> <p>13 THE WITNESS: I don't know. It predates me.</p> <p>14 Q. BY MR. JUDAH: It predates when you joined the</p> <p>15 company in 2013? 09:45:11</p> <p>16 A. Yeah. It was already in use when I joined.</p> <p>17 Q. Has this form agreement changed over time?</p> <p>18 MR. RICHTER: Object to form, scope.</p> <p>19 THE WITNESS: Yes.</p> <p>20 Q. BY MR. JUDAH: And what changes are you aware of 09:45:30</p> <p>21 to --</p> <p>22 MR. RICHTER: Same objections.</p> <p>23 (Interruption in proceedings.)</p> <p>24 Q. BY MR. JUDAH: -- to this agreement over time.</p> <p>25 A. Originally it was a two-sided agreement. It had 09:45:48</p> <p style="text-align: right;">Page 28</p>
<p>1 A. Yeah, I have it open.</p> <p>2 Q. All right. And so what are the facts and</p> <p>3 circumstances regarding Sonos' negotiation of the Content</p> <p>4 Integration Agreement with Google?</p> <p>5 MR. RICHTER: Object to form. 09:42:41</p> <p>6 THE WITNESS: Yeah, could you be a little bit</p> <p>7 more specific?</p> <p>8 Q. BY MR. JUDAH: So -- well, let me, I guess,</p> <p>9 introduce an exhibit. Maybe that's the easier way to do</p> <p>10 it. 09:42:59</p> <p>11 (Exhibit 3, GOOG-SONOSNDCA-00055243 - 252,</p> <p>12 marked for identification electronically by</p> <p>13 counsel.)</p> <p>14 Q. BY MR. JUDAH: All right. If you refresh, you</p> <p>15 should be able to see Exhibit Number 3. 09:43:52</p> <p>16 If you could open that up, and then my first</p> <p>17 question's going to be do you recognize it?</p> <p>18 A. Yes.</p> <p>19 Q. And so what is Exhibit Number 3?</p> <p>20 A. This is our content -- Sonos' Content 09:44:12</p> <p>21 Integration Agreement. Also known -- well, go ahead.</p> <p>22 Q. Yeah, also known as what?</p> <p>23 A. We call it our SMAPI agreement.</p> <p>24 Q. SMAPI agreement.</p> <p>25 This is -- this is a -- this is a form agreement 09:44:26</p> <p style="text-align: right;">Page 27</p>	<p>1 a front end and a back end. Over time I created a single</p> <p>2 template for it, and then a little later on when we added</p> <p>3 some new functionality, I created a new agreement to</p> <p>4 cover, sort of, an expanded sort of offering.</p> <p>5 Q. And so which -- so is this -- the one we're 09:46:17</p> <p>6 looking at here in Exhibit 3, is this the two-sided</p> <p>7 agreement?</p> <p>8 MR. RICHTER: Object to form.</p> <p>9 THE WITNESS: Yes, it does appear to be the</p> <p>10 two-sided agreement. 09:46:37</p> <p>11 Q. BY MR. JUDAH: And when you say "two-sided</p> <p>12 agreement," what -- can you explain what you mean?</p> <p>13 A. We had -- we called it the front end of a SMAPI</p> <p>14 and the back end. The front end was basically kind of</p> <p>15 like an evaluation agreement where a partner could go to 09:46:51</p> <p>16 our portal, they signed the front end, which would give</p> <p>17 them access to the materials that they would need, then,</p> <p>18 to, like, sort of tinker around and try to build.</p> <p>19 And then once they had a product that they felt</p> <p>20 good about, then they would engage us for the back end. 09:47:08</p> <p>21 That's what we called it, the back end part of the</p> <p>22 agreement, which that part of the agreement would give</p> <p>23 them the rights to actually, like, put their -- the thing</p> <p>24 that they created out into the world and sort of</p> <p>25 commercialize it and, like, sort of make it work on our 09:47:23</p> <p style="text-align: right;">Page 29</p>

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<p>1 side of the fence.</p> <p>2 Q. Okay. So do you recall when the -- when you</p> <p>3 created the single template that replaced, sort of, the</p> <p>4 two -- two-sided agreement that we're looking at here in</p> <p>5 Exhibit 3? 09:47:49</p> <p>6 MR. RICHTER: Object to form, scope.</p> <p>7 THE WITNESS: I don't remember. I don't</p> <p>8 remember.</p> <p>9 Q. BY MR. JUDAH: Was it during the time period</p> <p>10 before you were general counsel AMPAC or after? 09:47:59</p> <p>11 MR. RICHTER: Object to form.</p> <p>12 THE WITNESS: I don't know. I would be guessing</p> <p>13 to tell you. I don't know. Sorry.</p> <p>14 Q. BY MR. JUDAH: Fair to say it was after the time</p> <p>15 that Google and Sonos executed Exhibit Number 3? 09:48:18</p> <p>16 A. Oh, yeah. For sure.</p> <p>17 Q. Do you feel it was, in your recollection, like</p> <p>18 several years later?</p> <p>19 MR. RICHTER: Object to form.</p> <p>20 THE WITNESS: If I had to guess, it was probably 09:48:30</p> <p>21 a year or 2 later. 18 months, 2 years later. I don't</p> <p>22 remember exactly. But I was relatively new at this</p> <p>23 point, so it would have been once I got more up to speed</p> <p>24 and understood all of our agreements better, so yeah.</p> <p>25 Q. BY MR. JUDAH: And why did you feel the need to 09:48:52</p> <p style="text-align: right;">Page 30</p>	<p>1 Ms. Kwasizur, do you recall why you created this single</p> <p>2 template SMAPI agreement to replace the double-sided --</p> <p>3 double-sided version that's reflected in Exhibit 3?</p> <p>4 MR. RICHTER: Object to form, scope. I think</p> <p>5 that's a "yes" or "no" question, just for the record. 09:50:41</p> <p>6 THE WITNESS: Yes.</p> <p>7 Q. BY MR. JUDAH: And was it for, like, legal</p> <p>8 and/or work product-based reasons?</p> <p>9 MR. RICHTER: I'll instruct the witness not to</p> <p>10 answer that on the grounds of privilege and work product. 09:51:05</p> <p>11 Q. BY MR. JUDAH: Okay. You're going to follow</p> <p>12 that instruction, Ms. Kwasizur?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Who do you recall discussing the decision</p> <p>15 to create the single template SMAPI agreement to replace 09:51:23</p> <p>16 the double-sided agreement?</p> <p>17 A. I probably spoke to Craig about it. He was my</p> <p>18 boss at the time.</p> <p>19 Q. Do -- did anyone else work -- withdrawn.</p> <p>20 Did anyone else help draft that single template 09:51:56</p> <p>21 for the SMAPI agreement that replaced the double-sided</p> <p>22 agreement in Exhibit 3?</p> <p>23 MR. RICHTER: Object to form, scope.</p> <p>24 THE WITNESS: No. I drafted it.</p> <p>25 Q. BY MR. JUDAH: Did you have any communications 09:52:15</p> <p style="text-align: right;">Page 32</p>
<p>1 create a -- a sort of single template instead of this</p> <p>2 double-sided agreement?</p> <p>3 MR. RICHTER: I'll instruct the witness not to</p> <p>4 answer on grounds of privilege and work product.</p> <p>5 Q. BY MR. JUDAH: Okay. Well, let me ask you, 09:49:12</p> <p>6 Ms. Kwasizur, was it for, like, concerns over potential</p> <p>7 litigation that Sonos made changes to the SMAPI</p> <p>8 agreement?</p> <p>9 MR. RICHTER: Same instruction not to answer.</p> <p>10 MR. JUDAH: I'm just trying to establish whether 09:49:32</p> <p>11 there's any basis for the privilege. I mean, I could see</p> <p>12 reasons why there would be privilege and work product</p> <p>13 that would prevent the witness from answering, but there</p> <p>14 could be reasons to change the agreement that aren't</p> <p>15 based on that, and so I don't understand the categorical 09:49:46</p> <p>16 instruction at this point.</p> <p>17 MR. RICHTER: I don't -- yeah, I don't agree</p> <p>18 that the reason has to be based on litigation. I mean,</p> <p>19 you're asking an attorney what her reasons were for</p> <p>20 modifying an agreement, and I think that's almost the 09:49:59</p> <p>21 definition of work product. So, I mean, if you can -- if</p> <p>22 you can ask some other foundational questions that would</p> <p>23 not implicate privilege or work product, you know, you're</p> <p>24 free to do so, but, yeah, that's my instruction.</p> <p>25 Q. BY MR. JUDAH: Well, let me ask you: 09:50:21</p> <p style="text-align: right;">Page 31</p>	<p>1 with any outside counsel about that change to the single</p> <p>2 template SMAPI agreement?</p> <p>3 MR. RICHTER: Object to form, scope.</p> <p>4 THE WITNESS: No.</p> <p>5 Q. BY MR. JUDAH: Had Sonos been involved in any 09:52:32</p> <p>6 litigation involving the double-sided Content Integration</p> <p>7 Agreement?</p> <p>8 MR. RICHTER: Object to form, scope.</p> <p>9 THE WITNESS: No, not that I'm aware of.</p> <p>10 Q. BY MR. JUDAH: Are you aware of any threatened 09:52:53</p> <p>11 litigation involving the double-sided Content Integration</p> <p>12 Agreement as of the time when you created this single</p> <p>13 template?</p> <p>14 MR. RICHTER: Object to form, scope.</p> <p>15 THE WITNESS: No. 09:53:21</p> <p>16 Q. BY MR. JUDAH: And then I think you said that</p> <p>17 there was one -- at least one additional change to the</p> <p>18 SMAPI agreement after you created the single template; is</p> <p>19 that correct?</p> <p>20 A. Yeah. 09:53:34</p> <p>21 MR. RICHTER: Object to form on the last one.</p> <p>22 Sorry.</p> <p>23 Q. BY MR. JUDAH: And could you just restate at a</p> <p>24 high level what that -- what that change was? I think it</p> <p>25 remained a single template; is that correct? 09:53:49</p> <p style="text-align: right;">Page 33</p>

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<p>1 A. Yes. We added a -- well, so the -- it sort of 2 depends on what the partner wants to do, but we basically 3 created another -- I would say it's another template that 4 includes direct control functionality. 5 Q. Do you remember when that -- when that template 09:54:12 6 was created? 7 A. Not off the top of my head, no. 8 Q. What -- what partners of Sonos have executed 9 that -- well, withdrawn. 10 How would you refer -- is there a way that you 09:54:42 11 refer to that template that includes direct control 12 functionality? 13 A. Not really. I mean, the direct control 14 template. I mean, there's not really a way we refer to 15 it, you know. 09:54:59 16 Q. What are -- what are the differences between 17 that -- that template and then, for example, Exhibit 18 Number 3? 19 MR. RICHTER: Object to form, scope, and I'll 20 instruct the witness not to answer on -- on -- or I'll 09:55:18 21 instruct the witness to exclude from her answer any -- 22 any privileged or work product analysis of -- of the 23 differences between those agreements. 24 But if you can answer otherwise, go ahead. 25 THE WITNESS: So Exhibit Number 3 is -- first of 09:55:42 Page 34</p>	<p>1 include direct control functionality, what -- can you 2 explain what you mean? 3 A. So there's -- 4 MR. RICHTER: Object to form, scope. 5 Sorry. Go ahead. 09:57:20 6 THE WITNESS: Sorry. I should give you a moment 7 to object. 8 MR. RICHTER: It's okay. It's okay. 9 THE WITNESS: Sorry. My bad. 10 There's -- the way music services, sort of, play 09:57:27 11 music to Sonos speakers is, sort of, via the app. I 12 don't know if you're familiar with Sonos, but you open it 13 and you can, sort of, click on Spotify, whatever, play 14 music. 15 And then direct control functionality is 09:57:42 16 where -- within the native app, so you open your Spotify 17 app, and you click on -- I think it's a little picture of 18 a speaker. You click on that, and it will show your 19 Sonos speakers, and then you can -- it's more or less 20 kind of going from the app to the speakers without -- 09:57:57 21 you're sort of bypassing the Sonos app. That's what we 22 call direct control, if that makes sense. 23 Q. BY MR. JUDAH: Google and Sonos collaborated 24 with direct control functionality; correct? 25 MR. RICHTER: Object to form, scope. 09:58:15 Page 36</p>
<p>1 all, is only a part of the original, sort of, SMAPI 2 agreement, so I'd say there are significant differences, 3 because this is not really -- I mean, it's missing some 4 sections. 5 But, I mean, if you're asking more generally 09:55:59 6 between, sort of, the SMAPI initial contract and then the 7 more expanded one, it added direct control functionality 8 and the rights around direct control for the partner. 9 Q. BY MR. JUDAH: Did -- did the single template 10 that you created, did that exclude direct control 09:56:32 11 functionality? 12 MR. RICHTER: Object to form, scope. 13 THE WITNESS: The original single template that 14 I created did not have direct control functionality, 15 correct. 09:56:51 16 Q. BY MR. JUDAH: And how about the two-sided, the 17 front and back end? I understand Exhibit Number 3 is 18 only the back end. Is it your view that that also did 19 not include direct control functionality? 20 A. Yes. 09:57:06 21 MR. RICHTER: Object to form, scope. 22 THE WITNESS: Sorry. 23 Yes. That did not include direct control 24 functionality. 25 Q. BY MR. JUDAH: And when you say it didn't 09:57:14 Page 35</p>	<p>1 THE WITNESS: I believe so. 2 Q. BY MR. JUDAH: Is there a contract, in your 3 view, that covered that collaboration? 4 MR. RICHTER: Object to form, scope. 5 THE WITNESS: Yes. We have a contract with them 09:58:31 6 that has the direct control functionality. 7 Q. BY MR. JUDAH: What contract is that? 8 A. The one -- I think it's in 2018, somewhere in 9 there. 10 Q. Does the Exhibit Number 3 we're looking at, does 09:58:49 11 that not include direct control functionality? 12 MR. RICHTER: Object to form, asked and 13 answered, scope. 14 THE WITNESS: Yeah, correct. This is just our 15 standard SMAPI, which standard SMAPI is, sort of, when 09:59:00 16 you open the app and you play the music service from the 17 Sonos app. That's the SMAPI implementation. 18 Q. BY MR. JUDAH: Did the Google-Sonos direct 19 control functionality that -- that was rolled out and 20 launched prior to 2018, wasn't it? 09:59:20 21 MR. RICHTER: Object to form, scope. 22 THE WITNESS: I don't know when that launched. 23 Q. BY MR. JUDAH: You're not aware that that 24 launched in 2014 or 2015? 25 MR. RICHTER: Same objections. 09:59:33 Page 37</p>

<p>1 Q. Okay. And that was an implementation of playing 2 on -- playing Google Play Music on Sonos speaks through 3 the Sonos app or playing Google Play Music on Sonos 4 speakers through the Google Play Music app? 5 MR. RICHTER: Object to form, scope, calls for 10:29:20 6 expert testimony. 7 THE WITNESS: Yeah, I don't know what the 8 media -- whatever that thing is, I don't know what that 9 related to specifically. SMAPI is about playing through 10 the Sonos app. 10:29:34 11 Q. BY MR. JUDAH: So is it your testimony that 12 the -- the media route provider protocol was -- was 13 involved in the parties' collaboration to play Google 14 Play Music on Sonos speakers through the Sonos app? 15 MR. RICHTER: Object to form, scope, calls for 10:30:07 16 expert testimony. 17 THE WITNESS: I don't know. I mean, that's a -- 18 you'd have to ask one of our engineers. I don't know 19 enough about that protocol. I don't know what it did. 20 Q. BY MR. JUDAH: You're aware that an aspect of 10:30:22 21 Sonos and Google's collaboration in the -- in the 2013 to 22 2015 time frame was for a direct play implementation to 23 play Google Play Music on Sonos speakers through the 24 Google Play Music app; correct? 25 MR. RICHTER: Object to form, scope. 10:30:48 Page 50</p>	<p>1 don't think any direct play functionality is covered by 2 this agreement; is that correct? 3 A. Correct. 4 Q. What's the basis for that -- that statement? 5 A. This -- 10:33:19 6 MR. RICHTER: Hold on a second, Alaina. 7 Object to form and scope, and I'll instruct the 8 witness to exclude from her answer any communications 9 with counsel or work product analysis of her own, but 10 otherwise she can answer. 10:33:34 11 THE WITNESS: Yeah. This is our standard SMAPI 12 agreement. It's meant to cover SMAPI implementation. 13 That's sort of what its purpose is. 14 Q. BY MR. JUDAH: Okay. And do you -- is there any 15 other -- other than this -- your knowledge of the basic 10:33:54 16 purpose of the form agreement that -- that you didn't 17 draft in the first instance, do you have any other basis 18 for your view that this Exhibit Number 3 does not cover 19 any direct play functionality implementation between 20 Google and Sonos' -- and their collaboration? 10:34:27 21 MR. RICHTER: Same objection. Same instruction. 22 THE WITNESS: Well, if the parties intended it 23 to cover that, presumably it would have language 24 referring to that or sort of talking about what rights go 25 along with that and obligations go along with that, and 10:34:45 Page 52</p>
<p>1 THE WITNESS: Yeah, I believe they're one of the 2 partners that we were hoping to do sort of a direct 3 control slash -- back then we called it Play to Sonos 4 type thing. 5 Q. BY MR. JUDAH: Sorry. One second. 10:31:04 6 And -- but you don't know whether the -- 7 Google's MRP protocol was involved in that direct play 8 aspect of the Google-Sonos collaboration as opposed to 9 the SMAPI aspect of that collaboration; is that correct? 10 A. Yeah. 10:31:54 11 MR. RICHTER: Object to form, scope. 12 THE WITNESS: Oh, sorry. 13 I don't know what that protocol does, so I'm not 14 the right person to ask probably. 15 Q. BY MR. JUDAH: So for all you know, the MRP 10:32:12 16 protocol could be relevant to the direct play aspect of 17 the collaboration as opposed to the SMAPI aspect of the 18 collaboration; is that right? 19 MR. RICHTER: Object to form, scope. 20 THE WITNESS: Yeah, I don't know what it does, 10:32:33 21 again, so I'm not real sure what it -- you know, I don't 22 know what it does, so -- 23 Q. BY MR. JUDAH: Well, so Exhibit Number 3, right, 24 the Content Integration Agreement executed between Sonos 25 and Google in 2013, I believe you said earlier that you 10:32:58 Page 51</p>	<p>1 this contract has none of that. So that's sort of 2 forming the basis of my opinion as well. 3 Q. BY MR. JUDAH: Okay. So directing your 4 attention to Section 3.4. 5 A. Uh-huh. 10:35:00 6 Q. It says, "Ownership of Service Provider 7 Intellectual Property Rights." 8 Do you see that? 9 A. I do. 10 Q. It's your contention that this -- this section 10:35:11 11 doesn't cover any rights relating to direct play 12 functionality; is that correct? 13 MR. RICHTER: Object to form and scope. I'll 14 instruct the witness not to answer -- or I'll instruct 15 the witness to exclude from her answer any communications 10:35:28 16 with counsel and any analysis or work product of her own. 17 If she can answer otherwise, then she can answer. 18 THE WITNESS: Yes. Yeah. This does not cover 19 direct control. Yes, that's my belief. 20 Q. BY MR. JUDAH: And what's the basis for that 10:35:47 21 belief? 22 MR. RICHTER: Same objection. Same instruction. 23 THE WITNESS: Sort of the same answer as before. 24 If it was intended to cover direct control, it would have 25 extra language, which, you know, in the newer version of 10:36:00 Page 53</p>

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<p>1 supersedes -- sorry. "And supersedes all prior 2 communications, negotiations, other standing agreements 3 or representations regarding this subject matter." 4 So, yeah, this was -- this was meant to 5 supercede the 2013 agreement. 14:17:11 6 Q. BY MR. JUDAH: Which -- which provision were you 7 referring to? 8 A. Section 12.8. It's the first sentence. 9 Q. So your -- your testimony is that this 2018 10 agreement superceded what all -- all prior agreements 14:17:30 11 between the parties, or only that 2013 Content 12 Integration Agreement? 13 MR. RICHTER: Object to form, scope. 14 THE WITNESS: It would supercede the 2013 one, 15 and then the DPA that we had with them. 14:17:47 16 Q. BY MR. JUDAH: Because this covers the same 17 subject matter as the -- as the 2013 Content Integration 18 Agreement? Is that why it would supercede it? 19 A. Yeah. 20 MR. RICHTER: Object to form, scope. 14:18:02 21 Q. BY MR. JUDAH: And that subject matter is direct 22 control? 23 A. No. SMAPI. So this -- this combined agreement 24 that we called it, this combined SMAPI and direct 25 control. 14:18:12</p> <p style="text-align: right;">Page 162</p>	<p>1 Q. A ten-minute break. Come back at 2:30. 2 A. Perfect. 3 THE VIDEOGRAPHER: We are going off the record. 4 The time is 2:19. 5 (Recess.) 14:33:24 6 THE VIDEOGRAPHER: We are back on the record. 7 The time is 2:33. 8 Q. BY MR. JUDAH: All right. Ms. Kwasizur -- I 9 apologize if I mispronounced it. I may have been saying 10 "Kwasizur," "Kwasizur." Sorry. 14:33:39 11 So just a couple other questions on Exhibit 21. 12 So did you -- were you the person at Sonos who 13 was negotiating this agreement with -- with Google? 14 A. No. Shelby Hall did the back and forth on this 15 one. 14:34:00 16 Q. Shelby Hall. 17 Are you aware of any communications between 18 Sonos and Google as part of the negotiations for 19 Exhibit 21 in which either Sonos or Google expressly 20 stated the intention that this -- this Service 14:34:23 21 Integration Agreement would supercede the 2013 Content 22 Integration Agreement? 23 MR. RICHTER: Object to form, scope. 24 THE WITNESS: No. We'd probably have to look 25 through emails with probably Neha. Neha was, sort of, 14:34:43</p> <p style="text-align: right;">Page 164</p>
<p>1 So for some partners, if they just had a SMAPI 2 agreement, we would do an addendum or an amendment that 3 would add direct control so that they'd have the full 4 package. 5 And so for Google, because we wanted to replace 14:18:26 6 the whole thing -- or they did. I don't even remember 7 who asked for a new agreement back then. We just gave 8 them the single template rather than having the old one 9 exist with some other -- well, the DPA was sort of to 10 cover the some other, but then we just decided to put it 14:18:40 11 into one newer agreement. 12 Does that make sense? Sorry. 13 Q. I understand. I understand what you're saying. 14 Is -- was this -- so was this 2018 agreement an 15 amendment of the 2013 or just a complete supersession? 14:18:55 16 A. No, it just completely replaces it. 17 Q. Does it reference at any point that earlier 18 agreement, the 2013 Content Integration Agreement? 19 A. Maybe in the recitals. Although, I kind of 20 doubt it. Hold on. Let me look at it at the top. 14:19:20 21 No, it doesn't reference it. 22 Q. All right. We've been going over an hour. Let 23 me take a break. I -- I think I'm pretty much done. I 24 just want to check my outline and whatnot. But -- 25 A. Okay. 14:19:39</p> <p style="text-align: right;">Page 163</p>	<p>1 the business person on this, I'm pretty sure. But 2 nothing -- I can't think of anything off the top of my 3 head. 4 Q. BY MR. JUDAH: Okay. And then -- one -- one 5 moment. 14:35:01 6 Are you aware of any communications between 7 Sonos and Google during the course of the parties' 8 collaboration on the direct control implementation, where 9 Sonos informed Google that Sonos -- Google's Cloud Queue 10 functionality infringed any of Sonos' patents? 14:35:53 11 MR. RICHTER: Object to form, scope. 12 THE WITNESS: Sorry. During the negotiation of 13 this contract? 14 Q. BY MR. JUDAH: No. And it's not about -- not 15 limited to the negotiations. Let me ask it again. I 14:36:05 16 might not have phrased it well. 17 Are you aware of any communications between 18 Sonos and Google during the course of the parties' 19 collaboration on the direct control implementation in 20 which Sonos informed Google that Sonos believed Google's 14:36:19 21 Cloud Queue functionality infringed any of Sonos' 22 patents? 23 MR. RICHTER: Object to form, scope. 24 THE WITNESS: Well, we have, sort of, the back 25 and forth that we went through with them in the 14:36:35</p> <p style="text-align: right;">Page 165</p>